

A. G. Contract No. KR94 0686TRN
ECS File: JPA 94-65
Project: H3834 01C
Section: SR-98 @ SR-89L
Traffic Signal

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF PAGE

THIS AGREEMENT is entered into 25 AUGUST, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PAGE, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The State and the City desire to design, construct,
operate and maintain a new traffic signal light warranted on
SR-98 at the intersection of SR-89L in the City, at an
estimated construction cost of \$80,000.00, hereinafter referred
to as the Project, for the safety and benefit of the motoring
public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18863</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/25/94</u>
<u>Richard H. Hovak</u> Secretary of State
By <u>Vicky Craenewool</u>

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional invoice the City for twenty five percent (25%) of the reasonable direct actual cost of design, construction and construction engineering of the Project, up to a maximum of \$20,000.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.

2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Upon receipt and approval of an invoice, reimburse the State for twenty five percent (25%) of the cost of the Project, up to a maximum of \$20,000.00.

d. Upon completion and acceptance by the State, provide electrical energy for the traffic signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Page
City Manager
Box HH
Page, AZ 86040

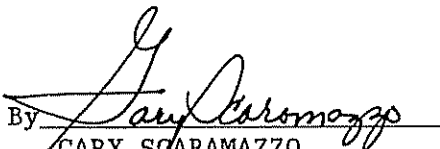
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

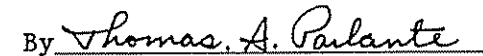
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PAGE

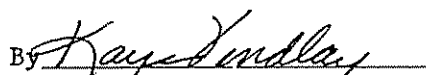
STATE OF ARIZONA

Department of Transportation

By 
GARY SCARAMAZZO
Mayor

By 
for CHARLES K. EATON
State Traffic Engineer


ATTEST

By 
KAYE FINDLAY
City Clerk

RESOLUTION

BE IT RESOLVED on this 29th day of March 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Page for the purpose of defining responsibilities for the design and construction of a warranted traffic signal on SR-98 at the intersection of SR-89L in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


Sgt. LARRY S. BONINE
Director

Resolution No. 637-94

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT, BETWEEN THE CITY OF PAGE AND THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SR-98 AND SR-89L, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS the City of Page and the Arizona Department of Transportation jointly desire to enter into an Intergovernmental Agreement to place a 4-way traffic signal at the intersection of SR-98 and SR-89L and have reached agreement as to the conditions governing such work; and

WHEREAS said conditions are shown in EXHIBIT A, attached hereto;

THEREFOR, BE IT RESOLVED THAT THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA:

do hereby approve the Intergovernmental Agreement, known as A.G. Contract No. KR94 0686TRN, ECS File JPA 94-95, Project H3834 01C, Section SR-98 @ SR-89L Traffic Signal with the State of Arizona according to the Conditions contained in EXHIBIT A attached hereto and authorize the Mayor to execute said agreement.

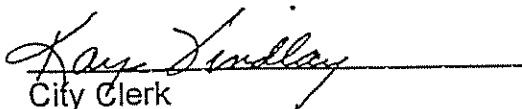
PASSED AND ADOPTED by the Mayor and Common Council of the City of Page, Arizona on the 8 day of August, 1994, by the following vote:

Ayes	<u>6</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>1</u>

CITY OF PAGE


Mayor

ATTEST:


City Clerk

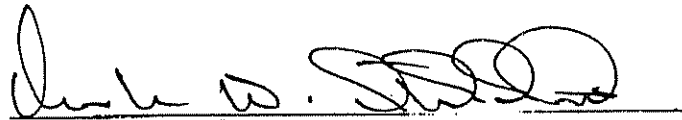
APPROVED AS TO FORM


City Attorney

APPROVAL OF THE PAGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PAGE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 1st day of August, 1994.

A handwritten signature in dark ink, appearing to read "Derek W. Stiller", is written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0686-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of August, 1994.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8577G